



Truck Drivers and Helpers Local 355
 Baltimore Area Health & Welfare and Pension Funds
 Eastern Shore Teamsters Pension Fund
 9411 Philadelphia Road, Suite S - Baltimore, Maryland 21237
 Telephone Numbers: (443) 573-3632 (866) 621-7974 Fax (410) 444-0035

SUBROGATION AGREEMENT

I, Mark Delinski, have submitted a claim(s) to the Truck Drivers & Helpers Local Union No. 355 Health & Welfare Fund (hereinafter called the "Claim"). I may have legal rights on account of the acts or omissions of a third party (or parties) which caused or contributed to the illness or injury which resulted in the Claim. I also may be entitled to benefits or payments on account of such injury or illness, irrespective of a third party's act or omission. In consideration of the Fund's payment of benefits with respect to the Claim, I agree to reimburse (or direct others to reimburse) the Fund for the entire amount it paid with respect to the Claim out of any money I receive or am entitled to receive, from third party, its insurer, or any other person or entity (public or private) which is attributable to or related in any manner to such illness or injury. This includes first party payments that may be made to you or your dependents by your own insurance company. This repayment obligation applies to the recovery of any money, regardless of whether the payment is characterized as compensation for pain and suffering or something else.

Further, all parties to this Agreement agree that the Participant's or dependent(s)' obligation to repay the Fund has priority over other obligations they may have, including any obligation to pay attorneys' fees out of the recovery. Neither the Participant, dependent(s), nor the undersigned attorney may reduce the amount due the Fund to account for payment of attorneys' fees or other obligations.

I further agree that I will notify the Fund or any attorney, insurance company representative, or other person whom I have contacted or will contact to assist me in seeking money on account of the Claim and I will direct such person to release all information to and fully cooperate with the Fund. I agree that this Agreement irrevocably directs such attorney, insurance company representative, or other person to pay the Fund the entire amount owed to the Fund under this Agreement out of any settlement, judgment, or other recovery, whether or not the said settlement, judgment, or other recovery includes or specifically excludes payment to me for medical care and treatment or weekly disability benefits paid to me on my behalf by the Fund. The undersigned attorney hereby agrees to be bound by the provisions of this Subrogation Agreement.

I represent that I have not accepted any money with respect to the illness or injury which resulted in the Claim. I agree that until the Fund is reimbursed in full for the benefits it paid which are attributable to the Claim, I will not accept any money with respect to such illness or injury without the Fund's written consent.

I agree that the Fund has a lien on the proceeds of any recovery received by my or on my behalf. I consent and agree that a lien or an equitable lien by agreement in favor of the Fund exists with regard to any recovery I receive. I hereby grant the Fund an irrevocable vested future interest in the proceeds of any recovery that is predicated on an illness or injury for which I received benefits from the Fund. I agree that once I receive a recovery, I am responsible for holding and safeguarding those funds in a constructive trust until the proceeds are surrendered to the Fund. In this regard, I act as a trustee and fiduciary over those funds until they are turned over to the Fund.

I agree that I will not assign to any party, including my attorney, any rights or causes of action that I may have against a third party related to the illness or injury for which the Fund may pay, is paying, or has paid, without the written consent of the Fund. As such, the Fund's reimbursement will not be reduced by attorneys' fees and/or expenses. The Fund's right to reimbursement shall not be affected, reduced, or eliminated by the make whole doctrine, the comparative fault doctrine, the regulatory diligence doctrine, the collateral source rule, the attorney fund doctrine, the common fund rule, any state subrogation laws, or any other defenses that may be asserted against the Fund's recovery.

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I understand that if I recovery money from another party, including my own insurance company, but fail or refuse to repay the Fund, future plan benefits will not be paid to me or any of my dependents until such time as the Fund offsets the full amount due to be reimbursed under the Fund's rules, plus 10% interest per annum. If the Fund is forced to bring a legal action against me to collect any unreimbursed amounts due, I agree to pay interest at the rate of 10% per annum, as well as the Fund's attorneys' fees and costs related to collection of the amounts due.

I also agree that the Fund has the right to pursue its reimbursement claim directly against the third party and upon the Fund's request, I agree to assign to the Fund any right of recovery or cause of action in tort, or any other claim or cause of action which I have or may have, to the extent of the amount of benefits paid by the Fund with respect to the Claim. I agree to cooperate fully with and assist the Fund in any action it may take pursuant to this Agreement.

PARTIES TO THIS SUBROGATION AGREEMENT

1. Name of Participant Mark Delinski
2. Date of Accident 7/19/14
3. Name(s) of all related persons injured in accident (participant, spouse, dependent children)
 Name Mark Delinski
 Name _____
 Name _____
4. Name and address of Attorney representing Participant or Dependent(s)
Clifford L. Hardwick, Esq.
201 N. Charles Street, Ste 501
Baltimore, MD 21201
5. Phone number of Attorney representing Participant or Dependent(s)
410-727-0828

[Signature]
 Signature of Participant

1/6/15
 Date

[Signature]
 Witness

 Signature of Dependent (if injured in accident)

 Date

[Signature]
 Signature of Attorney

1/6/2015
 Date

[Signature]
 Witness

PLEASE NOTE: BENEFIT PAYMENTS WILL NOT BE ADVANCED BY THE FUND UNTIL THIS AGREEMENT IS COMPLETED AND FULLY EXECUTED

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